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KEVIN STOCK
Clerk
The Honorable Susan K. Searcy
Trial Date: June 17, 2019
NO. 18-2-09076-3

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

MICHEAL W. GARWICK and
MATTHEW A. GRANSTROM,
individually and on behalf of all those
similarly situated,

Plaintiffs,

v.

VETERANS INDEPENDENT
ENTERPRISES OF WASHINGTON, a
Washington public benefit corporation,
DONALD HUTT, an individual, and GARY
PETERSON, an individual,

Defendants.

No. 18-2-09076-3

FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES

Plaintiff claims against Defendants as follows:

I. NATURE OF ACTION

1.1. Plaintiffs Michael W. Garwick and Matthew A. Granstrom, individually and on behalf of all similarly situated current and former employees of Veterans Independent Enterprises of Washington bring this action for money damages and statutory penalties for violations of the Washington's Minimum Wage Act ("MWA"), RCW 49.46, Wage Payment Act ("WPA"), RCW 49.48 and Wage Rebate Act ("WRA"), RCW 49.52.

FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES - 1

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II. JURISDICTION AND VENUE

2.1. The Superior Court of Washington has jurisdiction of Plaintiff's claims pursuant to RCW 2.08.010.

2.2. Venue in Pierce County is appropriate pursuant to RCW 4.12.025.

2.3. All acts and omissions alleged in this Complaint took place in the State of Washington and Pierce County.

III. PARTIES

3.1. Defendant Veterans Independent Enterprises of Washington, hereafter "VIEW" provides employment and transitional and permanent housing to Veterans in King and Pierce Counties. VIEW is an "employer" for purposes of the MWA, WPA and WRA.

3.2. Defendant Donald Hutt, hereafter "Hutt" is a governor of VIEW and has both authority and supervisory authority over the calculation and payment of wages by VIEW. Hutt is an "employer" for purposes of the MWA, WPA and WRA.

3.3. Defendant Gary Peterson, hereafter "Peterson" is a governor of VIEW and has both authority and supervisory authority over the calculation and payment of wages by VIEW. Peterson is an "employer" for purposes of the MWA, WPA and WRA.

3.4. Plaintiff Michael Garwick, hereafter "Garwick", is a resident of Tacoma, Washington, a disabled Veteran and a former employee of defendants. He is also a tenant of defendant VIEW.

3.5. Plaintiff Matthew Granstrom, hereafter "Granstrom", is a resident of Tacoma, Washington, a disabled Veteran and a former employee of defendants. He is also a tenant of defendant VIEW.

IV. FACTUAL ALLEGATIONS

4.1. Plaintiffs and members of the putative class are or were employed in various positions at VIEW's Fife location at 4630 16th St E Suite B-16 and its new location in University Place, WA.

4.2. Plaintiffs and members of the putative class were regularly not paid on the established pay dates, but rather paid late, short paid or not paid at all.

4.3. Plaintiffs and members of the putative class were allowed, encouraged and implicitly threatened to volunteer for VIEW performing the same duties as they performed as employees or performing other duties normally performed by employees of VIEW but were not paid for the time worked.

4.4. Plaintiff Garwick and other members of the putative class entered into written agreements whereby in lieu of paying previously unpaid wages due at the time, Defendants would instead pay additional wages on each future paycheck to compensate. Defendants subsequently did not pay the agreed wages.

4.5. Defendants agreed to pay out accrued paid time off at separation; however, Plaintiffs and members of the putative were not paid for their accrued paid time off.

4.6. Defendants were financially benefited when they deducted amounts for rent, program fees and other related fees from wages of Plaintiffs and members of the putative class.

V. CLASS ACTION ALLEGATIONS

5.1. Plaintiffs seek to represent all past and current employees of Defendants.

5.2. This action is properly maintainable as a class action under CR 23(a) and (b)(3).

1 5.3. Pursuant to CR 23(a)(1), it is impracticable to join all of the members of the
2 class as defined herein as named plaintiffs.

3 5.4. Pursuant to CR 23(a)(2), there are common questions of law and fact, including,
4 but not limited to, whether Defendants paid late, short paid or failed to pay members of the
5 class for all hours worked or “volunteered,” whether Defendants made illegal deductions from
6 class members’ pay for rent, program fees or other items in violation of WAC 296-126-028(3),
7 whether Defendants failed to pay class members for accrued paid time off at separation
8 consistent with its agreement with Plaintiffs and whether Defendants acted willfully and with
9 the intent of depriving members of the class of wages or other compensation.
10

11 5.5. Pursuant to CR 23(a)(3), the named Plaintiffs’ wage and hour claims are typical
12 of the claims of all class members and of Defendants’ anticipated defenses thereto.
13

14 5.6. The named Plaintiffs and their counsel will fairly and adequately protect the
15 interests of the class as required by CR 23(a)(4).

16 5.7. Pursuant to CR 23(b)(3), class certification is appropriate here because common
17 questions of law or fact common to members of the class predominate over any questions
18 affecting only individual members, and because a class action is superior to other available
19 methods for the fair and efficient adjudication of the controversy.
20

21 **VI. FIRST CAUSE OF ACTION – FAILURE TO PAY WAGES FOR ALL HOURS
22 WORKED IN VIOLATION OF THE WASHINGTON MINIMUM WAGE ACT**

23 6.1. Plaintiffs restate and reallege the allegations set forth in all preceding paragraphs.

24 6.2. At times where Defendants did not pay class members for all hours worked,
25 Defendants have violated the Washington State Minimum Wage Act, RCW 49.46.010 et seq.
26

1 6.3. At times where Defendants allowed, encouraged, or implicitly coerced
2 Plaintiffs and members of the putative class to volunteer performing the same duties as they
3 performed as employees or performing other duties normally performed by employees,
4 Defendants have violated the Washington State Minimum Wage Act, RCW 49.46.010 et seq. by
5 failing to pay Plaintiffs for wages.
6

7 6.4. As a result of Defendants' acts and omissions, Plaintiffs and members of the
8 putative class have been damaged in amounts as will be proven at trial.

9 **VII. SECOND CAUSE OF ACTION – FAILURE TO PAY WAGES IN**
10 **VIOLATION OF THE WASHINGTON WAGE PAYMENT ACT AND WAGE**
11 **REBATE ACT**

12 7.1. Plaintiffs restate and reallege the allegations set forth in all preceding paragraphs.

13 7.2. At times where Defendants failed to pay additional wages agreed to in
14 resolution of past unpaid wage claims, Defendants violated RCW 49.52.050.

15 7.3. At times where Defendants failed to pay accrued paid time off at separation of
16 employment in violation of its agreement to do so, Defendants violated RCW 49.48.010 and
17 RCW 49.52.050.

18 7.4. As a result of Defendants' acts and omissions, Plaintiffs and members of the
19 putative class have been damaged in amounts as will be proven at trial.

20 **VIII. THIRD CAUSE OF ACTION – WITHHOLDING AMOUNTS FOR RENT,**
21 **PROGRAM FEES OR OTHER DEDUCTIONS FOR THE FINANCIAL BENEFIT OF**
22 **THE EMPLOYER IN VIOLATION OF THE WASHINGTON WAGE PAYMENT**
23 **ACT AND WAGE REBATE ACT**

24 8.1. Plaintiff restates and realleges the allegations set forth in all preceding paragraphs.
25
26

8.2. Defendants derived financial benefit from rent, program fees and related amounts deducted from wages; consequently, at times those deductions are taken, Defendants violated RCW 49.48.010, RCW 49.52.060, and WAC 296-126-028.

8.3. As a result of Defendants' acts and omissions, Plaintiffs and members of the putative class have been damaged in amounts as will be proven at trial.

IX. FOURTH CAUSE OF ACTION – WILLFUL WITHHOLDING OF WAGES IN VIOLATION OF RCW 49.52

9.1. Plaintiffs restate and reallege the allegations set forth in all preceding paragraphs.

9.2. By the foregoing, Defendants' actions are presumed to be and do constitute willful withholding of wages due in violation of RCW 49.52.050 and 070.

9.3. As a result of Defendants' acts and omissions, Plaintiffs and members of the putative class have been damaged in amounts as will be proven at trial.

X. PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests this Court enter an order against Defendants, jointly and severally, granting her the following relief:

A. Certification of this case as a class action pursuant to CR 23(a) and (b)(3);

B. Damages for unpaid wages in amounts to be proven at trial;

C. Damages for lost wages due to the unlawful deductions for the financial benefit of the employer in amounts to be proven at trial.

C. Exemplary damages in amounts equal to double the wages due to Plaintiff pursuant to RCW 49.52.070;

D. Attorneys' fees and costs pursuant to RCW 49.46.090, 49.48.030, and 49.52.070;

1 E. Prejudgment interest; and

2 F. Such other and further relief as the Court deems just and proper.

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5 DATED this 2nd day of November, 2018.

6
7 ENTENTE LAW PLLC

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9 JAMES B. PIZL, WSBA #28969

10 *Attorney for Plaintiff*